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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** RESOLUTION: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR DEVELOPMENT CONSULTING SERVICES (SCHOPPE DESIGN ASSOCIATES, INC.) - STAR  
**AGENDA:** MAY 18, 2021 VILLAGE BOARD MEETING  
**DATE:** MAY 14, 2021

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**ISSUE**

Shall the Village Board authorize execution of a professional services agreement with Schoppe Design Associates to provide development consulting services, subject to attorney review.

**DISCUSSION**

As the Village Board puts more focus on pursuing development and growth there is a need to engage a professional development consultant to assist Community Development with ongoing and new development projects. Schoppe Design Associates has a history of providing quality services in Sugar Grove and many other area municipalities.

**COSTS**

The cost for the professional services agreement is \$145 per hour with an anticipated 20 hours per week for 8 weeks for a total of \$23,200. The need for on-going services past this timeframe will be evaluated at a later date. This expense is not included in the FY2022 budget and will be charged to Account # 01-55-6309 Other Professional Services.

**RECOMMENDATION**

That the Village Board approve the resolution authorizing execution of a professional services agreement for development services (Schoppe Design Associates, Inc.), subject to attorney review.



**RESOLUTION NO. 20210518B**

**RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR DEVELOPMENT CONSULTING SERVICES (SCHOPPE DESIGN ASSOCIATES, INC)**

**WHEREAS**, the Village of Sugar Grove Board of Trustees finds that it is in the best interest of the Village to engage the services of Schoppe Design Associates, Inc, to provide professional community development consulting services to the Village of Sugar Grove, and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Schoppe Design Associates, Inc., and the Village of Sugar Grove for professional development consulting services to the Village of Sugar Grove. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 18<sup>th</sup> day of May, 2021.

ATTEST:

\_\_\_\_\_  
Jennifer Konen,  
President of the Board of Trustees

\_\_\_\_\_  
Alison Murphy,  
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	___	___	___	___
Trustee Heidi Lendi	___	___	___	___
Trustee Michael Schomas	___	___	___	___
Trustee Ryan Walter	___	___	___	___
Trustee James F. White	___	___	___	___



Schoppe Design Associates, Inc.  
LAND PLANNING & LANDSCAPE ARCHITECTURE

**AGREEMENT FOR PROFESSIONAL SERVICES**

between

**SCHOPPE DESIGN ASSOCIATES, INC. (SDA)  
126 S. MAIN STREET  
OSWEGO, ILLINOIS 60543**

and

**VILLAGE OF SUGAR GROVE (SG)  
10 S. MUNICIPAL DRIVE  
SUGAR GROVE, ILLINOIS 60554**

May 14, 2021

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**PART ONE – PROJECT DESCRIPTION**

**Name:** Village of Sugar Grove

**Location:** Sugar Grove, Illinois

**Scope:** Consulting Services for:  
1. Evaluation of Community Development Department Operations  
2. Miscellaneous Planning and Zoning Assistance

**Client Representative:** Brent Eichelberger, Village Administrator

**Project Principal:** Mike Schoppe

**Project Manager:** Carrie Hansen

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126 S. Main Street  
Oswego, IL 60543  
p: 630 551-3355  
f: 630 551-3639  
schoppedesign.net



*Schoppe Design Associates, Inc.*  
LAND PLANNING & LANDSCAPE ARCHITECTURE

## **PART TWO – BASIC SERVICES**

### **Evaluation of Community Development Department Operations:**

SDA will provide the following services as requested by SG:

1. Evaluate the day-to-day operations of the Community Development Department, including but not limited to the following tasks:
  - a. Internal department processes and procedures
  - b. Inter-departmental coordination
  - c. Development review process
2. Attend standing weekly Village meetings.
3. Attend meetings with petitioners/applicants.
4. Attend Plan Commission/Zoning Board of Appeals and Village Board meetings.
5. Establish in person hours at Village offices as necessary to observe and evaluate department operations.
6. Prepare a summary of findings.

### **Miscellaneous Planning and Zoning Assistance**

SDA will provide the following services as requested by SG:

1. Provide planning assistance on specific development projects.
2. Review Annexation Agreements and assist with negotiation strategies.
3. Coordinate with the SG's Economic Development consultants and assist with strategy recommendations.

### **Additional Services**

SDA may provide additional services that are not included in the Basic Services, such as, but not limited to:

1. Requested services other than those described under Basic Services.
2. Attendance at meetings other than those described under Basic Services.

If circumstances arise during our performance of the Basic Services, which we believe requires additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services and perform only such additional services following your written authorizations.

## **PART THREE – CLIENT RESPONSIBILITIES**

SG shall provide SDA with the following information:

1. For those items which SG is requesting written comments, SG shall provide plans and other supporting documents to SDA, a minimum of one week prior to the date at which SG is requesting such comments.
2. Copies of approved plans, annexation agreements, and other documents pertaining to development approvals.
3. Minutes of Village Board and Plan Commission/Zoning Board of Appeals meetings which pertain to development approvals.
4. Current ordinances and planning and policy documents.



Schoppe Design Associates, Inc.  
LAND PLANNING & LANDSCAPE ARCHITECTURE

**PART FOUR – COMPENSATION AND PAYMENT**

**Basic Services:**

SG agrees to compensate SDA for the services described in Part Two of this Agreement on an hourly basis at the following standard rates:

Project Principal and Project Management.....	\$145.00 per hour
Project Design.....	\$115.00 per hour
Technical Support.....	\$85.00 per hour
Administrative Support.....	\$65.00 per hour

SDA shall not exceed 25 hours in a work week without prior written authorization by SG.

**Additional Services**

SG agrees to compensate SDA for Additional Services as described in this agreement at our standard rates.

These rates will be effective through December 31, 2021. If necessary, this rate schedule will be reviewed and updated annually based on mutual consent of both SG and SDA.

**Payment:**

Each month, we will provide invoices that describe the invoice period, the services rendered, fees and expenses due. Invoices will describe the tasks, hours, and hourly rates for the service completed. Payments will be due 30 days from date of invoice. We reserve the right to suspend our services if you have unpaid invoices over 30 days old and upon notice thereof.

**PART FIVE – GENERAL PROVISIONS**

**Independent Contractor**

SG and SDA understand and intend that SDA shall perform the services under this Agreement as an independent contractor and not as an employee of SG. Nothing in this Agreement shall be construed to create an agency, partnership, or joint venture between SG and SDA.

**Confidentiality**

SDA, in the course of its duties, may have access to confidential information, including, but not limited to, financial, accounting, statistics, development information, and personal data of private individuals and employees of SG. SDA covenants that all data, documents, discussions, or other information developed or received by SDA or provided for in the performance of this Agreement are deemed confidential and shall not be disclosed by SDA without written authorization by SG. SG shall grant such authorization of disclosure as is required by law. All SG data shall be returned to the SG upon the termination of this Agreement. SDA’s covenants under this Section shall survive the termination of this Agreement.

**Indemnification and Hold Harmless**

SDA agrees to defend, indemnify, hold free and harmless SG, its elected officials, officers, agents, and employees, at SDA’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against SG, its elected officials, officers, agents, and employees arising out of the performance of the services to be provided by SDA hereunder. Notwithstanding the foregoing, SDA shall not be liable for the defense or indemnification of SG for claims, actions, complaints, or suits arising out of the negligent actions or inactions or willful misconduct of SG or any of its elected officials, officers, agents, and employees. In the event that any action or claim is brought against

SG relating to SDA's performance or services rendered under this Agreement, SDA shall render any reasonable assistance and cooperation which SG may require.

**Delegation and Assignment.**

This is a professional services contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of SG.

**Drug-Free Workplace and Non-Discrimination Policies**

SDA shall provide a drug-free workplace and not engage in any discriminatory activities by complying with the provisions set forth in Section 7A of SG's Human Resources Manual. SDA's failure to conform to the requirements set forth in Section 7A shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement.

**Public Records**

SDA has been advised and is aware that all reports, documents, information, and data furnished or prepared by SDA and provided to SG may be subject to public disclosure as required by the Illinois Freedom of Information Act; provided, however, that the parties acknowledge that such disclosure is subject to the exceptions thereunder. SG will endeavor to maintain as confidential all information obtained that may be designated as a trade secret. SG shall not, in any way, be liable or responsible for any disclosure it deems required by law or by order of the Court.

**Choice of Law and Venue**

This Agreement shall be construed under the laws of the State of Illinois. Proper venue shall be the Sixteenth Judicial Circuit, Kane County, Illinois

**Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.

**Amendments and Counterparts**

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**PART SIX – ACCEPTANCE**

SG and SDA may terminate this Agreement upon not less than 14 days' written notice, unless otherwise mutually agreed to by the parties. Unless and until such termination, this Agreement shall remain in full force and effect.

Please indicate your acceptance of this Agreement by signing and returning to us. A countersigned agreement will be returned to you.

Accepted by: \_\_\_\_\_  
Brent Eichelberger, Sugar Grove Administrator

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Mike Schoppe, Schoppe Design Associates Inc.

Date: \_\_\_\_\_